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Coach, Inc. and Coach Services, Inc.*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

COACH, INC., a Maryland Corporation;  
COACH SERVICES, INC., a Maryland  
Corporation,

Plaintiffs,

v.

AMEN TRADING, INC., a California  
Corporation; WON HEE BAE, an  
individual; and DOES 1-10, inclusive,

Defendants.

CASE NO. CV 11-7938 PA (CWx)

**ORDER AND CONSENT JUDGMENT  
INCLUDING A PERMANENT  
INJUNCTION AND VOLUNTARY  
DISMISSAL OF ACTION WITHOUT  
PREJUDICE**

**JS-6**

WHEREAS Plaintiffs Coach, Inc. and Coach Services, Inc. (“Coach”) and Defendants Amen Trading, Inc. and Won Hee Bae (collectively “Defendants”) have entered into a Settlement Agreement and Mutual Release as to the claims in the above referenced matter. Defendants, having agreed to consent to the below terms, it is hereby **ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

2. Coach is the worldwide owner of the trademark “COACH” and various composite trademarks and assorted design components (collectively “Coach Marks”).

1           3.     Plaintiffs have alleged that Defendants' purchase, importation,  
2 distribution, advertisement, offering for sale, and sale of products which infringe upon  
3 the Coach Marks constitute trademark infringement, trademark dilution, and unfair  
4 competition under the Lanham Trademark Act, and under the common law.

5           4.     Defendants and their agents, servants, employees and all persons in active  
6 concert and participation with them who receive actual notice of this Final Judgment  
7 are hereby permanently restrained and enjoined from infringing upon Plaintiffs'  
8 trademarks either directly or contributorily in any manner, including:

9                 (a)     Manufacturing, purchasing, producing, distributing, circulating,  
10 selling, offering for sale, importing, exporting, advertising, promoting, displaying,  
11 shipping or marketing goods bearing a mark or feature identical and/or confusingly  
12 similar to the Coach Marks;

13                (b)     Delivering, holding for sale, returning, transferring or otherwise  
14 moving, storing or disposing in any manner any products bearing marks identical  
15 and/or confusingly similar to the Coach Marks;

16                (c)     Using the Coach Marks or any reproduction, counterfeit, copy or  
17 colorable imitation thereof in connection with the manufacture, importation,  
18 distribution, advertisement, offer for sale and/or sale of merchandise comprising not  
19 the genuine products of Plaintiffs, or in any manner likely to cause others to believe  
20 that Defendants' products are connected with Plaintiffs or Plaintiffs' genuine  
21 merchandise;

22                (d)     Committing any other acts calculated to cause purchasers to believe  
23 that Defendants' products are Plaintiffs' genuine merchandise or associated with  
24 Plaintiffs in any way;

25                (e)     Assisting, aiding or attempting to assist or aid any other person or  
26 entity in performing any of the prohibited activities referred to in Paragraphs 5(a) to  
27 5(d) above.  
28

1           5.     Plaintiffs and Defendants shall bear their own costs and attorneys' fees  
2 associated with this action.

3           6.     The execution of this Final Judgment shall serve to bind and obligate the  
4 parties hereto.

5           7.     The parties have entered into a Settlement Agreement in which  
6 Defendants are required to make payments over a period of time. Once Defendants  
7 have made all settlement payments, Plaintiffs will file another Stipulation to Consent  
8 Judgment which dissolves this action with prejudice. However, until then, this action  
9 shall be resolved *without prejudice*.

10  
11 IT IS SO ORDERED.

12  
13 Date: July 12, 2012



Hon. Percy Anderson  
United States District Judge